

Republic Metals Corporation's Standard Terms and General Operating Conditions

Unless otherwise stipulated, these Standard Terms and General Operating Conditions "Standard Terms" are applicable to transactions and/or contracts between Republic Metals Corporation, "RMC", and Customer. "Customer" is defined as any business, corporation, company, person, entity, or anyone else transacting business with RMC in any manner whatsoever. Any contract or agreement entered into between Customer and RMC will operate as if the terms represented in these Standard Terms were made expressly a part thereof. RMC's Standard Terms is the governing document with respect to any and all business dealings between RMC and Customer and shall override any and all provisions, terms, and stipulations in Customer purchase orders, sales orders and/or any other Customer documents. Republic Metals Corporation's failure to object to any terms, provisions, and/or stipulations represented in any Customer documents that are at variance with Republic Metals Corp's Standard Terms shall not be deemed a waiver of the terms and conditions contained herein. Any acknowledgement by Customer of these Standard Terms with changes made to it by Customer constitutes a counter-offer.

Warranty of Title - Customer warrants to RMC that it has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever; The Customer further warrants that the said property is not from, or the result of, illegal activity in this country or any other country. Customer further warrants to RMC that it will fully, defend, protect, indemnify, and hold harmless RMC and its lawful successors and assigns from any adverse claim thereto. Customer warrants that any transaction initiated by Customer will not cause RMC to be in violation of any anti-money laundering, anti-terrorism, or other applicable law of the U.S., any state or province thereof or any foreign country.

Forum/Jurisdiction - Any and all legal proceedings to enforce this Agreement, whether in contract, tort, equity or otherwise, shall be brought in the State or Federal Courts sitting in Miami-Dade County, Florida, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper, and/or that the court lacks personal jurisdiction over Customer. RMC and Customer each hereby agrees that any such court shall have "in personam" jurisdiction over it, consents to service of process in any manner prescribed by Florida Law, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

Insurance, Delivery, Weighing, and Sampling – Customer **must notify** RMC, within a reasonable period of time, of any shipments destined for RMC. Failure to do so will result in Customer bearing the risk of loss of the material until such time as RMC is able to insure the incoming material. Risk of loss of material will pass from Customer to RMC upon delivery to and acceptance at RMC's refinery, unless otherwise agreed. Upon receipt by Republic Metals of metal sent by Customer for refining and acceptance by RMC, RMC shall bear the responsibility of insurance for loss or damage to such metal while at RMC. Any and all metal sent by Customer shall be labeled bearing the gross, net, and tare weights of said metal. In an effort to minimize refining costs, RMC may request Customer material be packaged in a particular way prior to shipment to RMC. Customer must follow all instructions that RMC may give to Customer regarding the packaging of material. Material that arrives packaged in a manner other than that requested by RMC is subject to processing fees. All weights of Customer material are to be ultimately determined by personnel of RMC. In the event Customer's material should arrive at RMC with any broken seals, damaged seals, or seals that evidence tampering, RMC will seek Customer permission prior to the weighing, sampling, assaying, and/or any other procedures with respect to said material. Settlement weights are determined and governed by RMC.

RMC's acknowledgment of receipt of Customer material shall not constitute agreement as to the quantity, weight, composition, or description stipulated by Customer. RMC shall, within a reasonable amount of time, inspect Customer material and shall promptly notify Customer of any significant variances in the material including but not limited to quantity, weight, and composition of the material. RMC shall keep Customer informed of the processing of Customer's material. Customer must notify RMC within a reasonable period of time from receipt of notice of any reported variances to make an objection concerning such variances. Customer's failure to so object shall be deemed a waiver by Customer of any claim Customer may have against RMC with regard to such variances. Any disagreement between RMC and Customer resulting in a frustration of the agreement, and requiring return of unrefined material, will be done at the Customer's expense.

Deleterious Elements - Customer **MUST** contact RMC and seek approval prior to shipment of material containing any of the following elements. Failure to do so may result in any of the following including but not limited to: (a) The return of Customer's metal to Customer at Customer's expense, (b) A handling fee of up to \$5000.00

As - Arsenic	Be - Beryllium	Bi - Bismuth	Cd - Cadmium	Hg - Mercury	Ni - Nickel
Pb - Lead	Sb - Antimony	Se - Selenium	Sn - Tin	Te - Tellurium	

Melting and Assaying - From each lot and/or melt RMC shall collect a representative sample in the form of a button, bar, thief sample, and/or or by and through any sampling procedure RMC may deem appropriate for the given material. This sample is then used to assay and conduct an analysis of Customer's material.

RMC will conduct assay trials and report the results to the Customer. Republic Metals shall assay the samples and charge accordingly for the precious metals for which return is requested in writing. Customer has forty-eight (48) hours in which to object to the assay report after which time the assay report will be deemed accepted by Customer and the right to contest the assay report will be deemed waived. Upon objection by Customer to the assay report, RMC may pursue various options including but not limited to: (a) negotiating mutually agreeable figures with which to compute the precious metals contained in the lot or melt, or (b) agreeing with Customer to solicit an **umpire** assay (third party assay). (Please request an "**Umpire Procedure**" document should you desire further explanation) Note: RMC will dispose of any and all precious and non-precious material including but not limited to any slag, magnetic, and or any precious and non-precious material not requested by Customer for return. RMC shall be free of any liability to return any additional metal not requested by Customer and/or agreed upon by Customer and RMC or specifically noted in the refining terms. Settlement times may vary depending on available production capacity. Settlement shall not occur during weekends, legal holidays and Republic Metal's vacation periods.

Charges - Unless otherwise agreed, Customer agrees to pay any and all preparation, treatment, refining, and/or any other customary charges related to the said material. Sales, use, excise, and/or any other taxes or assessments, levies, or governmental charges be it federal, state, local that are in addition to the above mentioned charges shall be paid by the Customer. All charges become payable after Customer receipt of the invoice. RMC is entitled and empowered to withhold delivery of any returnable or transferable metals or money due to the Customer until such time as all amounts due to RMC by Customer are received. In attempting to retrieve any monies due RMC by Customer or its assigns, RMC reserves the rights and remedies including but not limited to: (a) to cancel any Customer order (b) to refuse to make further deliveries due to Customer (C) to declare due and payable immediately any and all unpaid amounts for goods previously delivered to Customer.

All RMC charges are payable upon the rendering of an invoice. Acceptance of check, draft, credit card payment(s), or any remittance except legal tender (cash) shall not constitute payment until such payment processes are completed and any pay period to contest any charges reflected on this invoice have expired. Until such time, RMC shall be deemed to retain title to and a security interest in all material covered by any RMC invoice to secure the payment of the same. If Customer fails to make payments when due, the amount unpaid an interest charge of ten percent (10%) per annum discounted to represent the amount of time passed for which payment has not been received. This interest rate is subject to fluctuation without notice based on current bank base lending rates.

Power of Attorney - Customer hereby appoints RMC as Customer's attorney-in-fact, with full power of substitution, to demand, receive, and collect for RMC's own use and benefit all debts, obligations, and accounts receivable now owing to RMC. Customer further authorizes RMC to do all things legally permissible, required, or deemed by RMC to be required, to recover and collect the debts, obligations, and accounts receivable and to use Customer's name in any manner RMC may deem necessary for the collection and recovery of the debts, obligations, and accounts receivable but without cost, expense, or damage to Customer.

Additionally, as a course of business, RMC reserves the right to offset refining charges by liquidating Customer's pool account to the extent that such charges are paid. Such charges include but are not limited to any overdraft fees, unpaid fees or charges, and handling fees for deleterious materials for which Customer is responsible. Customer empowers RMC to offset and/or liquidate any Customer pool account under any company or corporate name where Customer is found to have common ownership, to secure any and all debts owed to RMC. In addition to any costs incurred by RMC in connection with its enforcement of any sums of money, or metal, or value thereof due hereunder or enforcement of its rights hereunder, if RMC employs an attorney to enforce collection of any sums due hereunder or to enforce any of its rights hereunder, in whole or in part, then Customer will pay a reasonable fee representing such attorneys' services including costs, regardless of whether suit is instituted, and whether at trial, on appeal, in mediation, arbitration, or administrative proceedings.

Care / control

Pool/Toll Account- A pool account is a ledger account representing the amount of returnable metal owed to Customer (if account reflects a positive balance), or the amount of metal owed to RMC (if the account reflects a negative balance). Precious Metals are fungible; therefore any unit of material is equivalent to another of like kind i.e. similar quality and/or value, and is deemed adequate payment for purposes of outstanding Pool Accounts. Returnable Metal represented in a Customer Pool Account does not pertain to specific, segregated, or identifiable metal, rather it represents a future obligation of RMC to return common inventory of gold, silver, platinum, palladium, or platinum group metals. RMC reserves the right to return precious metals to Customer of like kind representing the ounces of precious metals owed to Customer. RMC reserves the right to offset negative balances in Customer's pool account with respect to any and all metal in Customer's pool account by purchasing and/or liquidating any metals reflecting a positive balance in Customer's pool account. **Note:** Please see **RMC Purchases** for a description of RMC's returnable metal.

Consignment- It is expressly agreed upon by both parties that any and all material shipped to Customer, and/or delivered to Customer, and/or released to Customer on a consignment/bailment basis remains the property of RMC, with a security interest in RMC, until the material is returned to RMC in its entirety with interest paid, or material of equal quality, kind, and value is returned to RMC. Customer **does not have** legal title to such property until the above obligations are fulfilled. Should Customer transfer, assign, sell, or attempt to pass title to said material in any other way, Customer will be responsible for returning to RMC material of like kind, representing the same value.

RMC Purchases - Customers will be paid according to their returnable metals. The returnable metal represents the amount of precious metals contained in the Customer lot minus any RMC refining charges and/or any other charges. Customers may elect what day they wish to fix their metal. Customer must notify RMC no later than 9:30 AM (Eastern Time) on the day on which they wish to fix in order for the metal to be fixed according to the market prices of that day. Republic reserves the right to price out any unfixed ounces remaining in Customer pool account in an effort to settle Customer lot. Should Customer desire to leave ounces unpriced in Customer pool account, Customer **must** notify Republic in writing at least twenty four (24) hours prior to the settlement date of the respective lot; After such time has elapsed, Customer shall be deemed to have waived such right. Customers will be paid via check unless otherwise agreed. Customers may, at an additional charge, receive payment in commercial grade gold or silver bullion or it's equivalent from a pool account upon receipt. (Subject to availability and change in market circumstances at the time of request) Returnable metals shall be in the form of fine gold bars and/or granulation unless otherwise agreed. Unless otherwise agreed, fine gold bars and/or fine gold granulation shall assay a minimum .9999 fine, and the fine silver bars and/or granulation shall assay a minimum .999 fine. Returnable Platinum, Palladium, and Platinum group metals shall assay a minimum of .9995 fine. RMC shall not be liable for direct or consequential losses stemming directly or indirectly from market fluctuations and/or any other cause whatsoever as a result of late delivery of any material by RMC. RMC delivery schedules are subject to change without notice.

Advances - Should Customer request an advance and RMC approve such a request, Customer will be responsible for any deficit in Customer's account as a result of an over-advance. Customer will be charged of \$1.00 per ounce per day with a minimum charge of \$150.00. (Subject to change without notice)

Fixing of Metal - Republic Metals will price and fix the returnable metals as follows, unless otherwise specified:

Gold: Republic Metals Fine Gold purchase price (based on 2nd London fix), Silver: Republic Metals Fine Silver purchase price (based on London fix.)

Platinum: Republic Metals purchase price (based on 2nd London Fix), Palladium: Republic Metals purchase price (based on 2nd London Fix)

Note: Republic Metals market prices reflect above markets, with a slight discount based on current market conditions.

Force Majeure - If Republic Metals Corporation is prevented from completing performance of any or all of its obligations under this Agreement by an act of God or any other occurrence beyond its control, then Republic Metals Corporation shall be excused from further performance upon notice to Customer stating the reason for the nonperformance. Additionally, the parties understand that performance by Republic Metals Corporation may be interrupted or delayed by an occurrence outside of its control, including but not limited to the following: an act of God e.g. hurricanes and floods, war, riot, sovereign conduct, loss of electrical power for any reason whatsoever, or conduct of third parties. If that should occur, Republic Metals Corporation shall be excused from performance for as long as reasonably necessary to complete performance.

Liability - Under no circumstances shall Republic Metals be liable for any incidental or consequential damages incurred by Customer for breach of any obligation arising out of or relating to the transactions herein or to the subsequent sale or use of returnable metals delivered to Customer hereunder. Except otherwise provided, the aggregate liabilities of Republic Metals to Customer arising out of or relating to any breach of warranty shall not exceed the aggregate refining fees actually paid by Customer to Republic Metals in regard to the materials or returnable metals which are the subject to the breach.

Arbitration Clause - We, the undersigned parties, agree to submit to arbitration under the commercial arbitration rules of the American Arbitration Association any controversy or claim arising out of or relating to this contract or a breach of this contract. We further agree that any such controversy or claim shall be submitted to arbitrator(s) selected from the panels of arbitrators of the American Arbitration Association. We further agree that we will faithfully observe this agreement and the Rules, and that we will abide by and perform any award rendered by the arbitrator(s), and that a judgment of the court having jurisdiction may be entered on the award.

Integration - This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument whether arising from any usage or trade, course of dealing, accepted industry practice, course of performance, evidence of consistent additional terms, or otherwise, shall not be binding upon either party unless such modifications are both In writing and signed by both RMC and Customer.

The terms and conditions set forth herein contain schedules and terms and conditions are subject to change without notice. Upon receipt of these Standard Terms and General Conditions, whether via fax, mail, or in person, I, and/or the company I represent and/or for which I am an agent, agrees to be bound by the terms, conditions, stipulations, rules, and regulations contained herein. Delivering material or doing business with RMC after having received the Standard Terms and General Operating Conditions deems that I have agreed to accept the Terms and General Conditions contained herein regardless of whether I have signed this agreement.

Further, I warrant that I am an authorized agent of "Customer" and have the full actual authority to conduct the type of business in which I am engaged with RMC.

Print Name: _____ Signed: _____ agent for _____

Date: (month) _____ (day) _____, 20_____

Customer (Company Name)